

1897-050 Chancery Causes: Pennington Gap Improvement Co] vs. A. L. Reese &
Lee Co.

Woodward, Pennington

CA-Debt

T-Property

To the Hon. W. T. Miller, Judge of the Circuit court for Lee County:-

Humbly complaining, your orator, the Pennington's Gap Improvement Company, a corporation organized under the laws of Virginia, and doing business therein, would respectfully represent unto your honor, and charge, that on the 18th. day of November, 1890, it sold and conveyed to one Michael N. Woodward a lot of land, lying and being the town of Pennington Gap, Lee County, Virginia, and known in the plat and plan of said town as lot three in block, number ten and plat No. one for the sum of \$225.00; that said Woodward paid down on the purchase price of said lot ~~of~~ \$75.00; that he executed his two notes for \$75.00 each for the residue of the purchase price of said lot, bearing interest from date of sale; that on the face of the deed to said Woodward, your orator reserved a vendors lien for said deferred payments; that soon after he bought said lot of land and soon after said deed had been made and delivered to him, he sold said lot of land to one A. L. Reese for a price unknown to your orator; that said Reese undertook with said Woodward to ^{pay} him the sum of \$150.00 in one and two years from the 18th. day of Nov.. 1890, bearing interest from ~~xxxx~~ that date; and that said Woodward, in exchange for his notes to your orator, assigned to your orator the notes executed to him by said Reese, as appears from an endorsement on the back of each, which notes are here filed, marked as exhibit "notes", and prayed to be taken as a part of this bill of complaint; *and that there are no other liens against said lot of land than this of your orator.*

Your orator will further show and charge, that the deed made by it to said Woodward has never been out upon record; that it supposes the same is yet in his possession; that your orator is unable to file with this its bill, said deed or a copy of the same; and that the said Woodward never made to the said Reese any deed to said lot of land, when he sold it to the said Reese.

Now the premises considered, your orator is advised, that it has rights in this matter, but the same are only enforceable in a court of equity. Its prayer, therefore is, that the said Michael N. Woodward and A. L. Reese be made parties defendants to this bill; that they be required to answer the same, and file with their answer the deed made

by the said complainant to said Woodward, but they need not answer under oath, that being expressly waived; that an order of publication be made against said Woodward and Reese as the law requires in the case of non-residents, (they the said Woodward and Reese both being non-residents of this Commonwealth); and that on a hearing of this cause, your orator be declared to have a vendor's lien upon said lot of land for the sum of \$150.00, with interest thereon from the 18th day of Nov., 1890, till paid and the costs of this suit; and that if said sum be not paid in a reasonable time, the said lot be sold. And if the sale of said lot will not pay said debt and costs of this suit, then that your orator have a judgment against the said Reese and Woodward for the residue. And that all other, further and general relief be granted your orator that the nature of its cause may require to comport with good conscience. And it will ever pray etc. May Spc. issue etc.

..... P.Q.

\$75-

Pennington's Gap, Lee Co., Va., Nov. 18 1890

Two years - after date, with interest from date, I
promise to pay to the order of ~~Michael N. Woodward~~
~~Pennington's Gap Improvement Company~~ Seventy

Five - DOLLARS,

negotiable and payable at Powells Valley Bank, being the 2nd
deferred installment of the purchase price of Lot No. 3, in Block No. 10,
Plat No. 1, of the town of Pennington's Gap, and I hereby waive the benefit
of all Homestead exemptions as to this debt, and I agree that if suit is brought on
this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount
due.

Due Nov. 19 1892

A. S. Reese

Address,

Pay the within to Pennington Safe
Improvement Co. May 8 1891.

M H Woodward

\$ 75.00

Pennington's Gap, Lee Co., Va.,

Nov 18

1890

One Year

after date, with interest from date,

I

promise to pay to the order of

Michael N. Woodward

Seventy

Five

DOLLARS,

negotiable and payable at Powells Valley Bank

, being the first

deferred installment of the purchase price of Lot No. 3

, in Block No. 10

Plat No. One, of the town of Pennington's Gap, and I

hereby waive the benefit

of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

Due

Nov. 19

1891.

L. G. Reese

Address,

Pay the within to Pennington
Safe Improvement Co May 8 1891.
Jn H Woodward

Pliffs Costs
 Clerk 6.61
 Lax 1.50
 Shff 50
 atty 15.00
 Printer 5.00
 Estimated 5.00
 \$33 61

Punnington Gap
 Improvement Co.

vs } Bies

A. L. Russ et al

1897, 1st May rules Spa not executed
 O.P. for non residents
 " 2nd May rules O.P. Complete
 and Cause set for hearing

Pennington Gap, Improvement Co.,

Complainants.

Vs.

In Chancery.

A.L. Rees et al.

Defendants.

This cause came on this day to be again heard upon the papers formerly read therein and the report of Special Commissioner R.L. Pennington filed herein on the 6th da of November, 1897, showing a deed made to the Pennington Gap Improvement Company ordered to be made at a former day of this term, and the same being unexcepted to and being argued by counsel, the court doth adjudge order and decree that the said report and the said deed be and the same is hereby conformed, and that the said Pennington Gap Improvement Company pay to the said R.L. Pennington the sum of \$5.00 for his services in the said matter, and there remaining nother further to be done in the said cause the same is stricken from the docket.

Receipts Log Supd

Dr. $\frac{3}{4}$ Degree
final

A. H. Rees, shal

Eu. C. O. B. No. 6 p. 61.

Ex to this Nov, 6
1897, M. F. M.

A. H. Rees et al.

In the year 1897.

Defendants.

For the year 1897, the year 1897.

For the year 1897.

Pumington's Gap Improvement Co. }
vs. } In Chan.
H. L. Reese et al Defts }

This cause came on this day to be heard upon the papers formerly read therein, and the report of sale made by Comr. E. H. Pumington, filed herein on Sept. 19th 1897, and was argued by counsel: On consideration of all which and for reasons appearing ^{it is adjudged, ordered and decreed that} to the Court, said report and sale be and are hereby confirmed; and R. L. Pumington who is hereby appointed a special Comr. for the purpose will as soon as practicable make with covenants of General Warranty a deed to said lot of land to said Complainant, who was the purchaser thereof; and he will report his action to Court; and until the coming of which report this cause is continued

Im. Gap
Improvements

vs. Deane
No. 2

A. L. Russell et al
Ecc. C. O. B. No. 6. p. 45

Enter This
Nov 6 1897
M. J. M.

Cunnington's Gap Improvement Co. Complainant
vs. A. L. Riser et al Defs. } In Chancery.

This cause came on again this day to be heard upon the bill of the Complainant and exhibits filed therewith; and it appearing that ~~process~~^{an} order of publication has been made against said defendants as the law requires in such cases of non-residents, and that the same has been duly completed: and prior to 15 days before the first day of this term of the Court; and said defendants failing to appear, on motion of the Complainant by its Counsel, said bill is taken for confessed: On consideration of all which and for reasons appearing to the Court it is adjudged, ordered and decreed that said Complainant recover from said defendants the sum of \$150⁰⁰ with interest thereon from Nov. 18th 1890 till paid and the costs of this suit which sum is a first and vendor's lien on the lot of land ~~mentioned~~ in the bill and proceedings mentioned. And it is further adjudged, ordered and decreed that if said sum of money be not paid in 30 days from this date

Then E. W. Purnington, who is hereby appointed a special commr. for the purpose, will, after advertising the time, terms and place of sale for 30 days, by written or printed notices posted at the front-door of the Court-house of this County; and in the neighborhood of said lot of land, on some Court day, at the front door of the Court house, offer for sale said lot of land or enough thereof to pay said debt, and costs of this suit, at public outcry and to the highest bidder, on a credit of twelve months time except a sum sufficient to pay the costs of this suit and commissions of sale; and for the deferred payment said Purnington will require of the purchaser bond, bearing interest from date of sale, with good personal security. But before said Purnington enters upon his duties hereunder, he will execute bond before the clerk of this Court in a penalty of \$200⁰⁰ conditioned as the law requires in such cases. And he will report his action to Court and this course is continued.

Punington Gap
Improvement Co.

vs } Deane

A. L. Russ et al

Com. for 1886-7

Enter this

June 8 1897.

M J M

Virginia

At a Circuit Court Continued and
held for Lee County at the Court house
thereof on Tuesday the 8th day of June 1897.
Pennington Gap Improvement Co Complainant

vs
A. L. Reese et al. In Chancery
Defendant

This Cause Came on this day to
be heard upon the bill of the Complainant
and exhibits filed therewith; and it appearing
that an order of publication has been
made against Said defendants as the
law requires in such Cases of non-
residents; and that the same has been
duly Completed prior to 15 days before
the first day of this term of the Court.
And Said defendants failing to appear.
On motion of the Complainant by its
Counsel, Said bill is taken for Confessed
; On Consideration of all which, and
for reasons appearing to the Court it is
adjudged ordered and decreed that Said
Complainant recover from Said defend-
ants the Sum of \$150.00, with interest there-
on from Nov 18th 1890, till paid and the
Costs of this Suit, which Sum is a first
and Vendors lien, on the lot of land in
the bill and proceedings mentioned

And it is further adjudged ordered and decreed that Sum of money be not paid in 30 days from this date then E. W. Pennington who is hereby appointed a special Commissioner for the purpose, will after advertising the time terms and place of Sale for 30 days by written or printed notices posted at the front door of the Court-house of this County; and in the neighborhood of said lot of land. On some Court day at the front door of the Court-house offer for sale said lot of land or enough thereof to pay said debt, and Costs of this suit, at public, out cry, and to the highest bidder on a credit of twelve months time except a sum sufficient to pay the Costs of this suit and Commissions of Sale, and for the deferred payments said Pennington will require of the purchaser bond bearing interest from date of Sale with good personal security. But before said Pennington enters upon his duties hereunder, he will execute bond before the Clerk of this Court in a penalty of \$200.00 conditioned as the law requires in such cases. And he will report

his action to Court, and this Cause is
Continued.

A Copy

Teste; A.B. Munsey Clerk

Sold to P. G. L. L.

for \$30⁰⁰ - 8/16/47
L.H.P.

Virginia, Lee County, to-wit:-

This day E.W. Pennington, agent for the Pennington's Gas Improvement Company, in person appeared before me, a notary public in and for the county and State aforesaid, and made oath that ^{Michael N. Woodward and} A.L. Reese, against whom said company ^{is} ~~are~~ about to institute a suit in equity, in the circuit court for Lee County, ^{are} non-resident of this Commonwealth.

Given under my hand, this the 29 day of March, 1897.

..... *Alfred Ryan*

Pen. Gap Supro. Co.

vs. } Affidavit

A. L. Ruse et al

Pennington's Gap Improvement Co.. Complt..

Vs.

In Chancery.

A. L. Reuss & al

Defts..

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:-

Your undersigned, special commissioner, appointed in said cause, in June, 1897, to sell the lot of land in the bill and proceedings mentioned, beg leave to report, that after advertising the time, terms and place of sale for more than thirty days, by written notices, posted at the front door of the court-house of this county, and the post office in the town of Pennington Gap, and at two other places in in said town, on Monday, August, 16th, 1897, that being a court day, at the front door of the court-house of Lee County, in the presence of a large crowd of people, he offered said lot of land for sale to the highest and best bidder, and on the terms set out in the order appointing me as such commissioner. After crying the sale for a long time, said lot of land, known as lot number three in block number in the ~~town~~ of Pennington Gap, was struck off to the Pennington's Gap Improvement Company for the sum thirty dollars, it being the highest and best bidder. It paid to your commissioner the sum of its bid, which your comr. holds subject to the order of the court. This sum is not sufficient to pay the costs of the suit. It is believed ^{it is} ~~to~~ all that ever can be gotten for said lot of land, as prices and values for such property has decreased in value, and therefore recommends the confirmation of said sale. All which is respectfully submitted. This August, 20th, 1897.

W. H. Pennington.....

Commissioner.

Pennington's Safe
Improvements
vs } Report of
Sale
H. L. Russell et al

Filed Sept 19th 1897
A. B. Munsey
Clerk

LAND SALE!

Pennington Gap Impro. Co.

vs

M. N. Woodward & al

IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the _____ day of *June* 189 *7*, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the *16* day of *August* 189 *7* and at public out-cry, to the highest bidder, to sell the following described property, to-wit:

*Lot No. three in block No. ten
in the town of Pennington Gap*

or enough thereof to pay \$/ *83.75* and the costs of this suit and the commissions of sale, upon the following terms, to wit: Enough cash to pay cost and commission, and the remainder in *two* equal installments due in *One & two years* from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

E. M. Pennington

Special Commissioner.

This *6* day of *July* 189 *7*.

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County.

By a decree entered in the chancery cause of Pennington Gap Improvement Co., vs. A. L. Rees et al., on the 5th day of Nov. 1897. your undersigned Commissioner was directed to make and execute to the Pennington Gap, Improvement Company a deed for the said property purchased by it in said cause, in obedience to which your undersigned commissioner has made and executed the said deed which he here filed and charges for his services the sum of \$5.00

Respectfully Submitted.

Robert L. Chamberlain

Spec. Comr.

Presbyterian Episcopal.

W. 3 Report

A. K. Ruppel

Filed nos. 6/97

Asb. Mendenhall

33

U. S. C. 2.

In the Clerk's Office of the Circuit Court of the County of
Lee on the 31st day of March 1897.

Pennington Gap Improvement Co Plaintiff
against

In Chancery

A. L. Reese and Michael N. Woodward Defendant. 8

The object of this suit is to enforce a Vendors lien of the plaintiff on lot No 3. in Block No 10. of the Companies plat No 1 of the town of Pennington Gap.

And an affidavit having been made and filed that the defendant A. L. Reese and Michael N. Woodward are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the South West Virginian, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros p. q.

A. B. Munsey Clerk.

Pennington Bros Imp & Co

VS.

ORDER
OF
PUBLICATION.

A. L. Reese et al

Pennington Bros PG

Virginia Lee County to wit:
I, A. B. Munsey Clerk of the
Circuit Court for Lee County
do hereby Certify that I posted
a copy of the within order
of Publication at the front
door of the Court house of
Lee County on the 1st day
of the April term of the
County Court of Lee County
Va. Given under my
hand this the 19th day of
April 1897.

A. B. Munsey Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon

*A. L. Reese and Michael
R. Woodward*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *May*, 189*7*, to answer a

bill in Chancery, exhibited against *them* in our said court by

Pennington Gap Improvement Company

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *31st* day of *March*, 189*7*, and in the
12*1st* year of the Commonwealth.

A. B. Munsey Clerk.

A copy

Teste A. B. Munsey Clerk

vs. { SUPCENA.
IN CHANCERY.

..... p. q.

To.....*Rules.*

CIRCUIT COURT.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *A. L. Reese and Michael*
N. Woodward

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *May*, 189 *7*, to answer a
bill in Chancery, exhibited against *them* in our said court by
Pennington Gap Improvement Company

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *31st* day of *March*, 189 *7*, and in the
12 *1st* year of the Commonwealth.

A. B. Munsey Clerk.

A Copy
Teste A. B. Munsey Clerk

vs. { SUPCENA.
IN CHANCERY.

..... p. q.

To *Rules.*

CIRCUIT COURT.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *A. L. Reese and Michael*
N. Woodward

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *May*, 189*7*, to answer a
bill in Chancery, exhibited against *them* in our said court by
Perrington Gap Improvement Company

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *31st* day of *March*, 189*7*, and in the
12/1st year of the Commonwealth.

A. B. Munsey Clerk.

Pennington & Co
SUPENA.

vs.

IN CHANCERY.

A. L. Reese et al

P Bros p. q.

To 1st May Rules.

CIRCUIT COURT.

State Executed
note in my
try to
this way 1st
1899

E. S. Stapleton & S
for W P Weston
S. L. L.

❁ CERTIFICATE OF ORDER OF PUBLICATION. ❁

WE, A. M. Goins and W. H. Davidson, editors of the SOUTHWEST VIRGINIAN, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the

7th day of April 1897.

A M Goins
W H Eads } EDITORS.

Virginia.

In the Clerk's Office of the Circuit Court of the County of Lee on the 31st day of March 1897.

Pennington Gap Improvement Co., Plff.
against
A. L. Reese & Michael N. Woodward, Dfts
IN CHANCERY.

The object of this suit is to enforce a vendors lien of the plaintiff on Lot No 3 in Block No. 10, of the Company's plat No. 1 of the town of Pennington Gap. And an affidavit having been made and filed that the defendants A. L. Reese and Michael N Woodward are not resides of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Southwest Virginian, and that a copy be posted at the front door of the court house of this county on the first day of the next term of the county court.

A copy—Teste:

A. B. MUNSEY, Clerk.
Pennington Bros. p. q. 51 52-1-2.

Fee \$8-00

Pay this fee to Capt. J. J. J. J.
who will receipt for same
W. H. Eads.

Pennington Goff Imp Co,
V⁸
A. L. Ruse & M. N. Woodward.

Certificate of Publication

vs. ^{mem} In Chancery.

A. L. Reese et al

Declarations of O.P.

1897. 1st May rules & p. not executed.

O.P. for non residents

" 2nd May Rules O.P. Complete

& Cause set for hearing

Clerk	6.61
Tax	1.50
Shff	.50
Atty	15.00
Printer	5.00
Estimated	5.00
<hr/>	
	\$33.61